



METROPOLITAN
TRANSPORTATION
COMMISSION

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July 11, 2008

**REQUEST FOR PROPOSAL
REGIONAL TRANSPORTATION EMERGENCY PREPAREDNESS
EXERCISES
Letter of Invitation**

Dear Consultant:

The Metropolitan Transportation Commission (MTC) invites your firm to submit a proposal to design, conduct and evaluate Region-Wide Transportation Emergency Preparedness Exercises for a three-year period beginning in October 2008.

This letter, together with its enclosures, comprises the Request for Proposal (RFP) for this project. Responses to the RFP should be submitted according to the instructions outlined herein.

Proposal Due Date

Interested firms must submit an original and seven (7) hard copies of their proposal by **4:00 p.m., Friday, August 15, 2008. Proposals received after that date and time will not be considered.** A submitted proposal shall be considered a firm offer to provide the services described for a period of ninety (90) days from the date of submittal.

MTC Point of Contact

Proposals and all inquiries relating to this RFP shall be submitted to the Project Manager shown below:

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Metropolitan Transportation Commission
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Background

The Metropolitan Transportation Commission (MTC) is both the regional transportation planning agency (RTPA) and the metropolitan planning organization (MPO) for the nine-county San Francisco Bay Area - Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma counties.

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Solano County and Cities

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Executive Director

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Andrew B. Fremier
Deputy Executive Director,
Bay Area Toll Authority

Therese W. McMillan
Deputy Executive Director, Policy

Following the Loma Prieta Earthquake in 1989, MTC worked with the Bay Area's transportation agencies to develop the Trans Response Plan (TRP), which provides a coordinated, multimodal transportation response to earthquakes or other regional emergencies. More recently, MTC, in partnership with the TRP Steering Committee, has developed the Regional Transportation Emergency Management Plan (RTEMP). The RTEMP builds upon the framework of the TRP and provides more detailed definitions of roles, responsibilities of transportation agencies, as well as provides guidance for interagency coordination between County Operational Areas, and the Office of Emergency Services. The RTEMP includes annexes based on earthquake scenarios occurring on the Hayward and San Andreas Faults and a Bay Area Terrorism attack on the region's transportation infrastructure. Since 1997, MTC in collaboration with the Bay Area Transportation Agencies, have conducted tabletop and annual region-wide functional exercises to continue to test and enhance regional coordination in response to a regional disruption or disaster.

Scope of Work, Budget and Schedule

The primary objective of this project is to plan, design, conduct and evaluate ongoing Regional Transportation Emergency Preparedness Exercises. A detailed Scope of Work is set out in *Appendix A*, which describes the specific tasks and deliverables under this RFP. In brief, the scope of this project includes:

- Development of an annual exercise program to be conducted over a three-year period that will culminate in one or more functional exercises;
- Design and conduct of regional tabletop and functional exercises based on the Regional Transportation Emergency Management Plan/Trans Response Plan (RTEMP/TRP), including the San Andreas Fault, Hayward Fault and Terrorism Annexes, and the Coastal Office of Emergency Services (OES) Regional Emergency Coordination Plan (RECP) Transportation Annex; and
- Evaluation of emergency regional coordination and response capabilities of transportation agencies and assistance with the implementation of identified regional improvements.

The maximum budget for this RFP is \$500,000. Funding of \$125,000 for the first year of this project is currently available. The remaining funding is contingent upon the Commission approving amendments to the agency budget and Overall Work Program.

Work under the resulting contract is expected to commence on October 30, 2008. The initial term of the contract will continue through September 30, 2012. The contract period includes three cycles of regional preparedness exercises.

Proposers' Conference

A proposers' conference will be held on July 29, 2008, at 2 p.m. in the Joseph P. Bort MetroCenter, 101 8th Street in Oakland, in the Fishbowl Conference Room (please check in with receptionist on third floor).

Notice of Addenda and Requests for Exceptions

This RFP and any addenda will be posted on MTC's web site; however, to receive personal notice of any addenda, prospective proposers must submit to the MTC Project Manager a written request to receive addenda prior to August 1, 2008.

Requests for clarification or exception to RFP provisions must be received no later than August 1, 2008 to guarantee consideration.

Disadvantaged Business Enterprise Participation

Disadvantaged Business Enterprises (DBEs) and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Contractor should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The bidder/proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

Bidders/Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

Respondents are required to document their activities in the solicitation and selection of subconsultants on *Appendix D-5, Bidders List of Subcontractors (DBE and Non-DBE), Part I and II*. For the complete DBE participation provisions applicable to this procurement see *Appendix D-4*.

Proposal Evaluation

Proposals will be evaluated in accordance with the evaluation factors listed in Section IV.B of the RFP. Interviews, if held, will occur on Wednesday, September 3, 2008.

MTC reserves the right to accept or reject any or all proposals submitted, waive minor irregularities in proposals, request additional information or revisions to offers, and to negotiate with any or all proposers. Any contract award will be to the consultant that presents the proposal that, in the opinion of MTC, is the most advantageous to MTC, based on the evaluation criteria specified in Section IV.B.

Consultant Selection Timetable

Tuesday, July 29, 2008, 2:00 p.m.
3rd Floor 'Fishbowl' Conference Room

Pre-Proposal Conference

Friday, August 1, 2008, 4:00 p.m.

Closing date/time for receipt of requests for clarification/exceptions

Five (5) working days prior to the date proposals are due	Deadline for protest of RFP provisions (see Section V.E)
Friday, August 15, 2008, 4:00 p.m.	Closing date/time for receipt of proposals
Wednesday, September 3, 2008	Interviews (<i>if necessary</i>)
Friday, October 10, 2008	Recommend a consultant to MTC Operations Committee
Friday, October 31, 2008	Execution of Consultant Contract (approximate)

General Conditions

MTC will not reimburse any proposer for costs related to preparing and submitting a proposal. All materials submitted by proposers are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt.

A synopsis of MTC contract provisions is in *Appendix C, Synopsis of Provisions in MTC's Standard Consultant Agreement*. The resulting contract will be funded in part with federal funds. Federally required contract provisions are included in *Appendix D*.

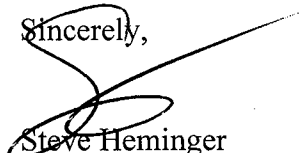
In particular, your attention is directed to the insurance provisions in *Appendix C*. Any requests for exception to the insurance requirements must be brought to MTC's attention on or before the date and time established above; otherwise, willingness to comply with the insurance requirements will be assumed.

Authority to Commit MTC

Based on an evaluation conducted by an evaluation panel, the Executive Director will recommend a consultant to the MTC Operations Committee, which will commit MTC to the expenditure of funds in connection with this RFP.

Thank you for your interest.

Sincerely,



Steve Heminger
Executive Director

SH: RV

REQUEST FOR PROPOSAL

to the

METROPOLITAN TRANSPORTATION COMMISSION

for

REGIONAL TRANSPORTATION EMERGENCY PREPAREDNESS EXERCISES

July 11, 2008

Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700

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I. BACKGROUND AND PROJECT DESCRIPTION

A. Background

The Metropolitan Transportation Commission (MTC) is both the regional transportation planning agency (RTPA) and the metropolitan planning organization (MPO) for the nine-county San Francisco Bay Area - Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma counties. Following the Loma Prieta Earthquake in 1989, MTC worked with the Bay Area's transportation agencies to develop the Trans Response Plan (TRP), which provides a coordinated, multimodal transportation response to earthquakes or other regional emergencies. More recently, MTC in partnership with the TRP Steering Committee, has developed the Regional Transportation Emergency Management Plan (RTEMP). The RTEMP builds upon the framework of the TRP and provides more detailed definitions of roles, responsibilities of not only the transportation agencies, but provides guidance for interagency coordination between County Operational Areas, and the Coastal Region Office of Emergency Services (OES). The TRP is attached to Appendix A, Scope of Work and the RTEMP will be made available upon request.

During a major disaster, the top priorities for emergency response agencies are protection of life and safety, followed by food and shelter. Transportation agencies may be called on to provide emergency response agencies with resources to accomplish those priorities, while also continuing to provide transportation services to meet the mobility needs of the public. This increased need for resources, combined with damage to the transportation system and disruption of normal services, creates the need to coordinate available transportation resources and prioritize efforts to restore capacity and services.

MTC, Caltrans and the major Bay Area transit agencies developed the Trans Response Plan (TRP) to build upon the successful response to the 1989 Loma Prieta Earthquake. The purpose of the TRP was to define the functions, responsibilities and procedures for developing and implementing a comprehensive multimodal transportation response to a regional emergency. The intended result is a coordinated transportation response within the overall Statewide Emergency Management System (SEMS) and National Incident Management System (NIMS). Each transit agency provides the Operational Areas and MTC with a copy of its situation summary. MTC prepares a situation summary for the regional transportation system, and provides it to the Bay Area transportation agencies and the Regional Emergency Operations Center's (REOC) Planning and Intelligence Section.

The Bay Area transportation agencies have conducted annual region-wide functional exercises of the TRP since 1997. Functional exercises were based on earthquake scenarios during 2003 and 2006. Until recently, all of the TRP exercises have focused on communication and coordination between transportation agency Emergency Operations Centers (EOCs) in the event of an earthquake. One of the key findings from past TRP exercises was the need for improved communication and coordination between transportation agencies, Operational Areas, and the REOC and the need to test our regional response capabilities in the event of an act of terrorism. The scenario for the TRP-07 functional exercise, conducted in November 2007, was based on a terrorist attack on the Bay Area's transportation system and tested the region's response capabilities.

The San Francisco Office of Emergency Services (OES), in conjunction with the Coastal Region OES, has undertaken the Regional Emergency Coordination Plan (RECP) to define gaps in the Bay Area's emergency response and management plans. The RECP includes several subsidiary plans, including a transportation annex. The RTEMP/TRP is a counterpart to the RECP's Transportation Annex. The RTEMP provides guidance to MTC and the region's transportation agencies on the restoration of the basic transportation services and the RECP Transportation Annex focus is on the Coastal Region OES and the County Operational Areas Offices' coordination of transportation resources to enable emergency response. Both plans have been tested during past Golden Guardian and TRP exercises.

B. Project Description

The primary objective of this project is to plan, design, conduct and evaluate ongoing emergency preparedness exercises to practice and test the regional transportation agencies' emergency response capabilities. By preparing for natural and man-made disasters, the Bay Area transportation agencies will be better prepared to deal with the consequences of any major regional emergency. The response by the transportation agencies to any major disaster will be part of the broader response directed by the County Operational Areas and Regional EOC. In order to strengthen the relationship between the transportation agencies and emergency response agencies, the annual exercises will be coordinated to the maximum extent possible with the planning and exercises developed through the RECP and Golden Guardian initiatives.

Each exercise will focus on interagency communication, coordination, and decision-making to respond to the types of damage and disruption that are defined in the scenario. Agencies that have significant regional roles and responsibilities for transportation in the Bay Area include Coastal Region OES, Caltrans, CHP, MTC, and the transit agencies (rail, bus and ferry) that provide services to multiple counties.

II. SCOPE OF WORK AND BUDGET

This RFP is for the design, conduct and evaluation of Regional Transportation Emergency Preparedness Exercises. A detailed Scope of Work is set out in *Appendix A*, which describes the specific tasks and deliverables under this RFP. In brief, the scope of this project includes:

- a) Development of an annual exercise program conducted over a three-year periods that will culminate in one or more functional exercises;
- b) Design and conduct of regional tabletop and functional exercises based on the Regional Transportation Emergency Management Plan/Trans Response Plan (RTEMP/TRP), including the San Andreas Fault, Hayward Fault and Terrorism Annexes, and the Coastal Office of Emergency Services (OES) Regional Emergency Coordination Plan (RECP) Transportation Annex; and
- c) Evaluation of emergency regional coordination and response capabilities of transportation agencies and assistance with the implementation of identified regional improvements.

The maximum budget for this RFP is \$500,000. Funding in the amount of \$125,000 is currently available for the first year of this project. The remaining funding is contingent upon the Commission approving amendments to the agency budget and Overall Work Program.

Work under the resulting contract is expected to commence on October 30, 2008. The initial term of the contract will continue through September 30, 2012. The contract period includes three cycles of regional preparedness exercises.

III. FORM OF PROPOSAL

Proposers must submit one original and six (6) hard copies of their proposal, by Friday, August 15, 2008, at 4:00 P.M., to be considered. Proposal content and completeness are most important. Clarity is essential and will be considered in assessing the proposers' capabilities. Each proposal should include:

A. Transmittal Letter

A transmittal letter signed by an official authorized to solicit business and enter into contracts for the proposer's firm and the name, e-mail and telephone number of the Team Leader, if different from the signator. The transmittal letter should include a statement that the proposal is a firm offer to contract with MTC to perform the work according to the terms of the RFP for ninety (90) days from the due date for submission..

B. Title Page

A title page showing the RFP subject, the name of the proposer's firm, local address, telephone number, name of the Team Leader, and the date.

C. Table of Contents

A table of contents including a clear identification of the material by section and page number.

D. Overview and Summary of Approach

This section should clearly convey the consultant's understanding of the nature of the work and the general approach to be taken. In preparing this section, proposers should demonstrate their experience and understanding of emergency response and management, and multimodal transportation operations and planning.

E. Detailed Work Plan and Schedule

This section should include:

1. A detailed definition of the approach to completing each task in sufficient detail to demonstrate a clear understanding of the resources required to complete the project.
2. A detailed schedule, showing the expected and logical sequence of tasks, subtasks, and important milestones, with start and end dates for each task. The proposer's schedule should assume a Notice to Proceed on October 31, 2008.
3. A detailed staffing plan by task for the work identified in Appendix A. Identify the Project Manager and all key staff by name, the specific tasks for which each individual will be responsible, and their estimated hours, by task.
4. The approach to managing resources and quality results, including a description of the role of any subcontractors, their specific responsibilities, and how their work will be supervised. Describe response mechanisms for dealing with problems and MTC concerns.

F. Qualifications and References

1. A detailed statement of the firm's qualifications and previous experience in conducting similar work, and one page resumes of the personnel the proposer intends to use to perform the project, summarizing the individual's training and experience relevant to this project. This section should demonstrate experience and expertise in all areas required to perform work described in Appendix A, Scope of Work. Include the resumes of key subcontractor personnel, as well.
2. A brief description (one page maximum) of three previous projects similar to the services requested, indicating the project title, timing, budget, sponsoring agency and project manager, and roles played by individuals proposed for this project. The name of the contact person, agency for whom the work was performed, telephone number, and year that the work was done, shall also be included. References may be checked for one or more of the final candidates.
3. A sample of at least one written report comparable to the written deliverables required for this project, prepared by member(s) of the team (identifying the author(s)). One sample only is required, and will be returned after proposal evaluation, upon request.

G. Cost Proposal

Provide a full description and breakdown of the expected expenditures of funds for the proposed project, as set forth in *Appendix A, Scope of Work*, in two forms: a task budget and a line item budget.

1. The task budget should present a breakdown of hours and expenses by task and subtask for the project. It should identify or refer to key personnel or job descriptions in relation to each task to provide a full explanation of the resources committed to the project and should include the hourly rates for all personnel. (Key personnel should be named; other personnel may be listed by job description.) Expenses should be listed so that all project costs are indicated.
2. The line item budget should present a breakdown of costs by cost categories, including billing rates for key personnel and job classifications. The line item budget should be set forth on the Cost and Price Analysis Form attached hereto as *Appendix B* to this RFP. A line item budget should also be submitted for proposed sub-consultants with contracts estimated to exceed \$50,000.

H. California Levine Act Statement.

Submit a signed Levine Act statement (*Appendix E*).

I. Lobbying and Debarment Certificates.

Submit completed Lobbying and Debarment certificates (*Appendices D-2 and D-3*).

J. Subcontractor Information Form.

Submit a completed *Appendix D-3*, Bidders List of Subcontractors (DBE and Non-DBE), Part I and II.

IV. PROPOSAL EVALUATION

A. Review for General Responsiveness

The Project Manager, in consultation with the MTC Office of General Counsel, will conduct an initial review of the proposals for general responsiveness and inclusion of the items requested in Section III, Form of Proposal. Any proposal that does not include enough information to permit the evaluators to rate the proposal in any one of the evaluation factors listed below will be considered non-responsive. A proposal that fails to include one or more items requested in Section III, Form of Proposal, may be considered complete and generally responsive, if evaluation in every criterion is possible.

B. Evaluation Factors

Responsive proposals will be evaluated by a panel of staff representatives from MTC, CHP, Caltrans and transit agencies, based on the following evaluation factors in order of relative importance:

- Team and individual expertise and experience in emergency response and management consistent with SEMS and NIMS, including development of emergency operations plans, preparation of exercise scenarios, and conducting multiagency tabletop and functional exercises;
- Team and individual expertise and experience in multimodal regional transportation operations and planning, including freeways and public transportation;
- Team and individual familiarity with the Bay Area and its institutional relationships in the transportation and emergency management communities;
- Approach to be followed for performing and managing work activities;
- Cost effectiveness of proposal;
- Written and verbal communications skills, based on proposal and interview, if held.

Following the evaluation, the panel may elect to recommend award to a particular proposer or develop a “short list” of proposers with a reasonable likelihood of being awarded the Contract for interviews. References may be checked for one or more of such short-listed proposers prior to final evaluation. The MTC Project Manager will then recommend a consultant to the Executive Director. If he agrees with the recommendation, he will request the approval of the Operations Committee.

MTC reserves the right to not convene interviews and to make an award on the basis of written proposals, alone. Further, MTC reserves the right to accept or reject any and all submitted proposals, to waive minor irregularities, and to request additional information from the proposers at any stage of the evaluation.

V. GENERAL CONDITIONS

A. Limitations

This RFP does not commit the MTC to award a contract or to pay any costs incurred in the preparation of a proposal in response to this RFP.

B. Award

Any award made will be to the consultant whose proposal is most advantageous to MTC based on the evaluation criteria outlined above.

C. Binding Offer

A signed proposal submitted in response to this RFP shall constitute a binding offer from the proposer to contract with MTC according to the terms of the proposal for a period of ninety (90) days after the proposal due date.

D. Contract Arrangements

The selected proposer will be expected to execute a contract similar to MTC's Standard Consultant Agreement, which is summarized in *Appendix C, Synopsis of Provisions in MTC's Standard Consulting Agreements*. Particular attention should be paid to the insurance and indemnification requirements. A copy of the standard agreement may be obtained from the Project Manager. If a proposer wishes to propose a modification to any provision in the standard agreement, any such modifications must be brought to the attention of the Project Manager on or before the date and time established above for receipt of requests for clarification/exceptions. Failure to submit a proposed modification by the deadline shall be deemed acceptance of the terms and conditions in the Standard Consultant Agreement.

The contract payment terms will be lump sum (firm fixed price) with payment made on the basis of receipt and acceptance of satisfactory deliverables by the MTC Project Manager.

E. Selection Disputes

A proposer may object to a provision of the RFP on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular consultant on the grounds that MTC procedures, the provisions of the RFP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the MTC Project Manager a written explanation of the basis for the protest:

1. No later than five (5) working days prior to the date proposals are due, for objections to RFP provisions; or
2. No later than three (3) working days after the date the proposer is notified that it was found to be non-responsive; or
3. No later than three (3) working days after the date on which the contract is authorized by the MTC Operations Committee or the date the firm is notified that it was not selected, whichever is later, for objections to consultant selection.

Except with regard to initial determinations of non-responsiveness, the evaluation record shall remain confidential until the MTC Operations Committee authorizes the award.

Protests must clearly and specifically describe the basis for the protest in sufficient detail for the MTC review officer to recommend a resolution to the Executive Director. The Executive Director will respond to the protest in writing, based on the recommendation of a MTC review officer. Authorization to award a contract to a particular firm by the MTC Operations Committee shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the Executive Director.

Should the protesting proposer wish to appeal the decision of the Executive Director, it may file a written appeal with the MTC Operations Committee, no less than three (3) working days after receipt of the written response from the Executive Director. The Operation Committee's decision will be the final agency decision.

F. Public Records

This RFP and any material submitted by a proposer in response to this RFP are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt by law. Proposals will remain confidential until the MTC Operations Committee has authorized award.

G. Disadvantaged Business Enterprise (DBE) Policy

1. Terms As Used In This Document

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term "bidder" also means "proposer" or "offerer."
- The term "Agreement" also means "Contract."
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

2. Authority and Responsibility

- 2.1 DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The contractor should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The bidder/proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- 2.2 Bidders/Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. Submission of DBE Information

A. “Local Agency Proposer/Bidder-DBE (Consultant Contracts)-Information” form, Appendix F will be included in the Agreement documents to be executed by the successful bidder. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

4. DBE Participation General Information

It is the bidder’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- 4.1 A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- 4.2 A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- 4.3 A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- 4.4 A DBE must perform a commercially useful function pursuant to 49 CFR 26.55; that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- 4.5 The bidder (prime contractor) shall list only one subcontractor for each portion of work as defined in their bid/proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.
- 4.6 A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

5. Resources

- 5.1 The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Bidder/Proposer may call (916) 440-0539 for web or download assistance.

5.2 Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program website at: <http://www.dot.ca.gov/hq/bep/>.

- Click on the link in the left menu titled Find a Certified Firm
- Click on Query Form link, located in the first sentence
- Click on Certified DBE's (UCP) located on the first line in the center of the page
- Click on Click To Access DBE Query Form
- Searches can be performed by one or more criteria
- Follow instructions on the screen
- “Start Search,” “Requery,” “Civil Rights Home,” and “Caltrans Home” links are located at the bottom of the query form

H. Prompt Payment of Subcontractors

Under 49 CFR Part 26, consultants are required promptly to pay subcontractors (DBE and non-DBE) all amounts to which the subcontractors are entitled for work that has been satisfactorily performed and for which the Consultants have received payment, in accordance with the terms of the applicable subcontracts. (See 49 CFR § 26.69.) Accordingly, contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the contractor by the MTC. Any subcontract in excess of \$25,000, entered into as a result of this procurement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.

I. Key Personnel

Key staff persons assigned to the project are expected to remain on the project. Any change in key staff persons of the consultant is subject to the prior written approval of MTC. Removal of any key staff persons identified in the proposal without written consent of the MTC Project Manager may be considered a material breach of contract.

APPENDIX A, SCOPE OF WORK

Task 1 – Detailed Scope of Work and Schedule

Consultant shall assist MTC and the TRP Steering Committee with identifying the best approach for developing an exercise plan, covering a three-year period, that is most responsive to the exercise and training needs of the region's transportation agencies. The consultant shall present the pros and cons associated with continuing to conduct the current annual exercise program versus adopting the Homeland Security Exercise and Evaluation Program (HSEEP) multi-year training and exercise program approach. Consultant shall present the recommended approach at up to two TRP Steering Committee meetings. Based on the recommendations of the MTC and the TRP Steering Committee, the Consultant shall proceed with developing the "Detailed Scope of Work and Schedule".

Consultant shall develop a detailed workscope and schedule for a three-year exercise program, based on Deliverable 1a, that incorporates a series of workshops, seminars and/or tabletop exercises, culminating in one or more region-wide transportation functional exercise. To the extent possible, the exercise program and subsequent plan should be coordinated with the Golden Guardian exercise, any OES RECP exercises, as well as any other regional training programs and exercises planned for 2009-2011. The Consultant shall work with MTC and the TRP Steering Committee to identify the appropriate staff to serve on the Exercise Development Team (EDT). The region-wide functional exercise should be developed to test as many aspects of the RTEMP/TRP based on the San Andreas Fault, Hayward Fault and Terrorism Annexes; and the OES RECP Transportation Annex as possible. The exercise plan shall incorporate recommendations from previous tabletop and functional exercises recently conducted.

The Freeway Management Executive Committee (FMEC), which includes executive staff representatives from CHP, Caltrans and MTC, and the TRP Steering Committee, which includes staff representatives from the Bay Area's largest transit agencies, Caltrans and MTC, will be used to provide policy direction and technical coordination for the development of the exercises.

Consultant shall review available reports, coordinate and facilitate a series of meetings with MTC, Caltrans, CHP, transit agencies, Coastal Region OES and representatives for Golden Guardian to develop a thorough understanding of work completed to date, work underway or planned for 2009-2011, and plans for training and exercises during this period.

Deliverable 1a: Draft and Final Exercise Approach

Consultant shall present the draft Exercise Plan Approach at up to two TRP Steering Committee and FMEC meetings and will modify based on the Committees' feedback. The Consultant shall present the final exercise approach at one TRP Steering Committee & FMEC meeting.

Deliverable 1b: Draft Detailed Workscope and Schedule

Consultant shall work closely with the MTC Project Manager to prepare the draft version of the scope of work and schedule for conducting annual exercises over a three-year period. Consultant shall present that draft at up to two TRP Steering Committee meetings.

Deliverable 1c: Final Detailed Workscope and Schedule

Consultant shall work closely with MTC's project manager to develop the final version of the exercise schedule and plan that responds to stakeholders' comments. The Consultant shall present the final scope of work and schedule at one TRP Steering Committee Meeting.

Task 2-Tabletop Exercise

Based on the findings of Deliverable 1a, the Consultant shall organize and conduct one or more tabletop exercises, each year, using the recommended objectives listed below and/or any additional topic areas as identified by MTC and the TRP Steering Committee. Consultant shall prepare key documents and coordinate an Exercise Design Team that will be used to design, manage and control the tabletop exercises. Each Tabletop Exercise Plan will define the purpose and objectives of the exercise, and provide orientation materials (ground rules for exercise, scenario and assumptions to guide the exercise) and the key questions and issues that should be addressed during the exercise.

Areas of focus, include, but are not limited to:

- Resource Prioritization with REOC and the County Operational Areas
- Coordination of Mutual Aid Requests
- Mission Tasking
- MTC Internal EOC Management & Coordination
- Transportation of Emergency Workers
- Special Needs Populations

In addition to any interagency coordination tabletop exercise, the Consultant shall conduct one tabletop exercise or workshop to assist with refinement of MTC's internal EOC management and coordination. This exercise will focus on both intra-agency and interagency communication, coordination, and decision-making to respond to the type of damages and disruption that is likely to occur during a regional disaster.

Consultant shall work with MTC, TRP Steering Committee and the Exercise Design Team to define and develop the scenario to be used for the tabletop exercises. It is anticipated that the tabletop exercises and scenarios will be varied. For example, the tabletop exercises may address the immediate response period, recovery period, or a man-made or natural disaster. As part of this task, Consultant shall evaluate which scenarios to use, and develop and present recommendations with an accompanying rationale.

Consultant shall provide logistical and administrative support, including facilitators, controllers, evaluators, and subject matter experts, and will develop exercise deliverables and supporting materials for the conducted tabletop exercises. Consultant shall develop training, exercise evaluation guides, and other orientation materials for all exercise controllers, evaluators and simulators. Consultant shall facilitate up to three meetings with the Exercise Design Team for each exercise.

Consultant shall develop an exercise evaluation summary. The summary report will include general observations, a summary of the participant critiques, and recommendations and/or corrective actions. Each participating agency will review the draft evaluation summary report, and Consultant shall prepare the final version by responding to comments as appropriate. The draft summary report will be reviewed by MTC and presented at one TRP Steering Committee

meeting, and revised by Consultant to respond to comments. The final summary report will be presented at up to three TRP Steering Committee meetings.

Deliverable 2a: Draft Tabletop Exercise Plan

Deliverable 2b: Final Tabletop Exercise Plan

Deliverable 2c: Tabletop Exercise and Draft Exercise Summary and Evaluation Report

Deliverable 2d: Final Exercise Summary and Evaluation Report

Task 3 –Functional Exercise

The purpose of this task is to plan, design, and conduct one or more regional transportation Functional Exercises. Consultant shall prepare the key documents that will be used to manage, control and conduct the functional exercises such as the Master Document, Exercise Plan, Control Staff Instructions and the Evaluator Plan. The Functional Exercise Plan will define the purpose and objectives of the exercise, and provide orientation materials (ground rules for exercise, scenario and assumptions to guide the exercise) and the key questions and issues that should be addressed during the exercise. The functional exercise will build upon the tabletop exercises conducted in Task 2.

Consultant shall coordinate an Exercise Design Team that will be used to design the exercise plan to be used to manage and control the functional exercise. The Consultant shall develop the Exercise Plan based on input from the TRP Steering Committee and the Exercise Design Team, and will review the plan at up to three meetings, and if necessary, modify the Exercise Plan to respond to comments. The Functional Exercise Plan will be used at each participating agencies' EOC at the start of the functional exercise to orient staff and initiate the exercise. It will define the exercise goals and objectives, establish the timeframe and procedures, and contain all information that will be given to EOC staff during the exercise. It will also provide the Evaluators with the framework, forms, and instructions to be used in evaluating the exercise at each EOC.

Consultant shall have primary responsibility for developing the Control Staff Instructions (COSIN). The COSIN will be used in the Simulation Center to orient simulators, define roles and procedures, and present all Master Scenario Events List (MSEL) injects crafted for the exercise. The draft COSIN will be reviewed with MTC's Project Manager, and then modified by Consultant to respond to comments.

Consultant shall provide all support necessary to ensure the success of the Functional Exercises. This task is anticipated to include training sessions for Simulators and Evaluators to address focus areas and objectives identified in Task 2 and/or by the TRP Steering Committee. Each transportation agency is expected to conduct training sessions for its EOC staff without direct assistance from the Consultant.

Consultant shall organize, prepare material, and lead: 1) all exercise design and MSEL planning conferences; 2) the training sessions for Simulators and Evaluators; and 3) the functional exercise and "hotwash" debriefing sessions. Consultant shall have primary responsibility for coordination with RECP, Golden Guardian, or other exercises. Consultant shall ensure the appropriate staff serves as Simulators and will provide Evaluators, for each participating agency

on the day of the exercise, including the Exercise Controller, and will make all necessary arrangements to establish a Simulation Center for the exercise.

Deliverable 3a: Draft Exercise Plan, Control Staff Instructions and Evaluator Plan

Deliverable 3b: Final Exercise Plan, Control Staff Instructions, Evaluator Plan, Training and Functional Exercise

Task 4 – After Action Report/Exercise Evaluation

Consultant shall serve as the exercise controller and develop an after action report (AAR) with an executive summary for the functional exercise. The AAR will include information from the evaluator, the participant critiques, and the “hot wash” debriefing conducted immediately after the end of the exercise. The AAR will include an evaluation of the fulfillment of each objective, general observations, a summary of the participant critiques and hot wash, and recommendations and/or corrective actions. The AAR will include a separate section for each participating agency, as well as an executive summary that will address common themes and issues. Each participating agency (estimated between 10 to 15 agencies) will review its draft AAR, and Consultant shall prepare the final version by responding to comments as appropriate. The AAR draft executive summary will be presented at two meetings, and revised by Consultant to respond to comments. The final AAR will be presented at up to four meetings (TRP Steering Committee and FMEC).

Deliverable 4a: Draft Executive Summary and After Action Report, presented at up to two meetings

Deliverable 4b: Final Executive Summary and After Action Report, presented at up to four meetings

Task 5 –Improvement Planning

Based on the results of previously conducted tabletop and functional exercises, the Consultant shall develop recommendations to enhance regional emergency response coordination and management by the transportation agencies. The recommendations should assess the communication, coordination and decision-making processes of transportation and participating emergency response agencies. The Consultant shall assist with developing a process for implementing the regional improvement plan. The draft report will be reviewed by up to four committees. Consultant shall develop the final report to respond to comments as appropriate, and will be presented at up to five meetings.

Deliverable 5a: Draft Agency-Specific and Regional Improvement Plan

Deliverable 5b: Final Agency-Specific and Regional Improvement Plan, presented at up to five meetings

ATTACHMENT 1, TRANS RESPONSE PLAN

I. BACKGROUND AND INTRODUCTION

The purpose of the Trans Response Plan is to define the functions, responsibilities and procedures for developing and implementing a comprehensive multimodal transportation response to a regional emergency. The Trans Response Plan will address freeways, arterial roads, bus, rail, ferry, airport and seaport facilities, including preliminary damage assessments and plans for both immediate and near-term response. The result will be a coordinated transportation response within the overall Statewide Emergency Management System implemented by California's Office of Emergency Services.

Coastal Region Office of Emergency Services (OES)

The California Emergency Services Act (Chapter 7 of Division 1 of Title 2 of the Government Code) establishes the State Office of Emergency Services (OES). During a state of emergency, the Director of OES coordinates the emergency activities of all state agencies. The Coastal Region OES is the designated administrative region that covers the 16 coastal counties of northern California. This includes the nine counties in the San Francisco Bay Area that are under the jurisdiction of MTC.

Metropolitan Transportation Commission (MTC)

The Metropolitan Transportation Commission (MTC) is the transportation planning and financing agency for the nine-county Bay Area. MTC is governed by a 16-voting member Commission. Over the past few years, MTC and OES have cooperated on several planning activities, including the Regional Transit Emergency Management Plan (1993), the Model Transit Operator Contingency Plan (1993), and the Regional Ferry Contingency Plan (1996).

California Department of Transportation (Caltrans)

The California Department of Transportation (Caltrans) is the owner and operator of the state highway system. At their District office in Oakland, Caltrans houses their Coastal Region Transportation Management Center (TMC), which they operate in partnership with the California Highway Patrol. The TMC provides an integrated framework for cooperative management of the transportation system based upon multimodal operations and information sharing, and is operational 24 hours a day.

Terminology

Certain words have different meanings within the transportation and emergency response communities. This document uses the following definitions

Transportation: Emergency response agencies think of "transportation" following an earthquake in terms of the movement of emergency resources (people and supplies), and evacuation of the

injured from an area. Transportation agencies think of "transportation" as the mass movement of people returning home using a variety of modes (roadways, rail, bus, ferry, etc.). The portion of the transportation system that is functional after an earthquake will need to accommodate both needs.

The Partnership is composed of almost three dozen chief executive officers from local, state and federal transportation and environmental agencies in the Bay Area. It meets quarterly to integrate transportation activities.

Emergency Response Period typically refers to the initial 72 hours after a major disaster. During that period, each agency is focused on the life/safety needs of its employees and assessing damages, and may or may not be able to assist with the initial regional response. For transportation agencies, the Emergency Response Period ends and Recovery Period begins when the Partnership meets to develop and recommend steps for a coordinated recovery plan.

Emergency Resource Center (ERC) and Emergency Operations Center (EOC) refer to the location or facility used by emergency response personnel after a disaster. It typically has emergency power and communications, as well as on-site food and water. The Regional EOC (REOC) is the State OES's EOC.

Standardized Emergency Management System (SEMS) was established to standardize response to emergencies involving multiple jurisdictions or multiple agencies. SEMS is intended to be flexible and adaptable to the needs of all emergency responders in California, and uses basic principles of emergency management.

II. TRANS RESPONSE PLAN OVERVIEW

The Trans Response Plan will facilitate the response by all modes of transportation, and coordinate that regional transportation response with the Statewide Emergency Management System (SEMS) used by the State OES. The Trans Response Plan will support the activities of the Plans and Intelligence Unit at the REOC when it is activated.

In the event of an earthquake or other major emergency that damages both the transportation system and telecommunications infrastructure, the Plan will provide the means of informing both responding agencies and the general public about the changing transportation situation, and will facilitate coordination of the regional emergency response. Immediately after a major emergency, the portion of the transportation system still functioning will be called on to accommodate extreme demands by competing needs. This will include mass movement of people traveling throughout the region; movement of emergency crews within the region to tend to the injured and homeless, to fight fires, and to address other immediate life and safety needs; and movement into the region of emergency supplies and personnel. MTC and the transportation community will assume responsibility for implementing a comprehensive, multimodal transportation response that is coordinated with the SEMS. This will allow the emergency response community to concentrate its resources on life and safety issues.

The Trans Response Plan will be activated automatically by the occurrence of a major earthquake, or at the request of OES or two or more Bay Area transportation agencies. It is anticipated that the Plan can be activated when a major event significantly affects the transportation infrastructure, or, when a localized, short-term crisis can benefit from implementing the Plan. Transportation agencies can respond to most emergencies, such as floods, fires, or closure of a few major transportation facilities, through mutual aid agreements. The Trans Response Plan will be deactivated at the request of the Partnership or OES.

The Trans Response Plan provides the following three key functions:

Regional Transportation Information Clearinghouse
Regional Transportation Public Information
Regional Transportation Coordination

MTC has volunteered to undertake the Regional Transportation Information Clearinghouse function and facilitate both the Regional Transportation Public Information and the Regional Transportation Coordination functions. MTC's emergency response staff will report to the MetroCenter, an essential services building with emergency power in the three third floor conference rooms, and a very limited emergency communication system in the main conference room. The Caltrans ERC/TMC facility located in downtown Oakland can serve as an alternate site. This facility is a fully operational emergency center with linkage to the Operational Area Satellite Information System (OASIS) for backup communications.

III. FUNCTIONS DURING THE EMERGENCY RESPONSE PERIOD

The primary focus of the Trans Response Plan is the emergency response period following a major earthquake. Depending on the severity and location of the earthquake, the following may be occurring:

- agencies will be responding to immediate life/safety needs
- many transportation facilities will be closed temporarily for inspection
- telephone service may be limited as a result of damage to the infrastructure and excessive call volume
- loss of electrical power may affect several transportation systems

The three key functions are discussed below in terms of purpose, tasks, and challenges during the emergency response period. The discussion below also outlines communication procedures and institutional arrangements.

Regional Transportation Information Clearinghouse Function

- Purpose: Develop status reports and preliminary damage assessments for the regional transportation system
- Tasks: Collect status/situation reports from Caltrans, CHP, transit operators, County Operational Areas, and other available sources; develop regional assessments of needs and available resources; and generate periodic status reports on the regional transportation system. The regional status reports will be provided to participating agencies. The

information will also be summarized for use under the Regional Transportation Public Information Function (see following section).

- **Challenges:** The primary challenges associated with this function are 1) the ability of each agency to determine its own status and needs while simultaneously responding to life/safety issues, and 2) MTC's ability to establish and maintain frequent communication with all agencies. The clearinghouse function will entail MTC contacting the Regional Emergency Operations Center (REOC), Caltrans, and CHP several times each day; and contacting each major transit agency and County Operational Area at least twice a day. Each contact will entail both collecting data (status, resources needed, resources available, planned near term actions, and confirmation of information received from media or other sources) and disseminating the regional status report. Once sufficient staff are available, MTC will send a liaison to Caltrans ERC and REOC.

Regional Transportation Public Information Function

- **Purpose:** Facilitate news media and other public access to information on the region's transportation system, including traveler advisories as necessary.
- **Tasks:** Each individual transportation agency may provide press releases and briefings on its own status and operations. MTC will collect, reproduce, and distribute the most recent press releases from various transportation providers; provide status reports on the region's transportation system by summarizing the Clearinghouse's status report; and coordinate its public information activities with REOC's public information officer (press releases, VIP tours and briefings, press conferences, etc.).
- **Challenges:** The primary challenges associated with this function are 1) MTC's ability to establish and maintain frequent communication with all agencies, and 2) MTC's ability to disseminate the information to all members of the news media and other public access channels (i.e., web pages). MTC will confer with the Caltrans, CHP and REOC to determine if regional traveler advisories are necessary. To the extent feasible, MTC will provide partner agencies with an opportunity to review the regional press releases and traveler advisories prior to publication.

Regional Transportation Coordination Function

- **Purpose:** Facilitate links across jurisdictional and modal boundaries, and between agencies, to provide regional mobility as quickly as possible.
- **Tasks:** Identify key transportation problems and areas where essential coordination is needed, and request the appropriate local agencies to respond; facilitate efforts by local transportation agencies to coordinate their responses; if necessary, inform REOC of additional resources needed, and appropriate agency(s) able to provide the resources through Logistics Branch, if appropriate.
- **Challenges:** The primary challenges associated with this function are 1) the ability to establish and maintain frequent communications with all agencies, and 2) the ability to prioritize competing demands on the functioning transportation system. In order to facilitate the prioritization and implementation of regional responses, a Coordination Team composed of MTC, Caltrans District 4, U.S. Department of Transportation, and OES should convene at the Clearinghouse as soon as the Plan is activated. MTC will convene the Partnership as soon as possible.

IV. FUNCTIONS DURING RECOVERY AND RECONSTRUCTION PERIODS

Depending on the severity and location of the disaster, the following may be occurring:

- after shocks, which may alter the regional transportation system's status
- clearing of rubble and other initial repairs to transportation system
- mass movement of emergency supplies and personnel into the Bay Area by road and air, and evacuation of injured
- improvement in telephone service as call volume decreases and repairs occur

The three Plan key functions will change their focus as the multimodal response efforts move from the Emergency Response Period to Recovery and Reconstruction Periods. Those changes are briefly addressed below.

The Regional Clearinghouse Function will initially shift from a focus on assessing damages and providing status summaries to evaluating impacts, summarizing cost estimates and funding needs, and compiling information from all transportation providers on planned services. Situation summaries, damage assessments and service plans will be prepared by MTC and reviewed with the Partnership. After the first few weeks, once the situation stabilizes and near-normal communications are restored, the level of effort for the clearinghouse function will decrease.

The Regional Public Information Function will briefly require increased effort in order to summarize and publicize new transportation services and schedules. MTC will work with REOC and the transportation providers to prepare consolidated news releases that provide accurate and comprehensive data on available facilities and services. As near-normal communications are established, the news media will collect and summarize this data on their own, and the frequency of changes in facility status and planned service will decrease.

The Regional Coordination Function will focus on long-term alternatives. Creation of new transit services and roadway options to substitute for inoperable highways and transit services, coordination of new and surviving services, and movement of emergency resources will require extensive inter-agency communication and cooperation. The Partnership is anticipated to meet as necessary to develop recommendations for a coordinated response that facilitates the Bay Area's economic recovery. MTC will prepare staff reports and recommendations for the Commission and Partnership to consider. The Commission and partner agencies will oversee implementation of those recommendations. Over the longer term, the coordination function will address the need to prioritize available reconstruction funds across competing modes and projects, which will occur as an extension of the Commission's responsibility to program funds.

V. TRANS RESPONSE PLAN UPDATE AND MAINTENANCE

Through annual exercises and periodic mini-drills, MTC will lead the effort to keep the Trans Response Plan document current and accurate. As partners provide input to the after-action assessments and critiques, the Plan can be reviewed and revised to bring about further improvements. This will include keeping the emergency contact list current.

GLOSSARY

AC Transit - Alameda Contra Costa Transit, which serves portions of Alameda and Contra Costa counties.

BART - Bay Area Rapid Transit, which serves 37 stations located throughout Alameda, Contra Costa, San Francisco and northern San Mateo counties.

Caltrain - train service operated by a Joint Powers Board made up of representative from the following counties: San Francisco, San Mateo and Santa Clara.

CCCTA - Central Contra Costa Transit Authority, which serves cities located in central Contra Costa County.

CESRS - California Emergency Services Radio System, a dedicated frequency for emergency response operated by the State Office of Emergency Services (OES).

Caltrans ERC/TMC - The California State Department of Transportation (Caltrans) operates a Traffic Management Center (TMC) at their District Offices on Grand Avenue in Oakland. When there is a significant emergency, Caltrans operates an Emergency Resource Center (ERC) that is located on the floor above the TMC. Information from the TMC is immediately available to staff at the ERC where emergency decisions are made.

California Highway Information Network (CHIN) - 1-800-427-7623 is a toll-free number that provides information on the entire state highway system.

CORE Team - small group of MTC staff who have volunteered to come to the MetroCenter following a major earthquake or regional disaster to implement the REMMRP once it has been activated. The activated REMMRP establishes the Regional Transportation Clearinghouse, the Regional Public Information and the Regional Transportation Coordination functions.

ERC - Emergency Resource Center, which is established by Caltrans following a major incident. ERC/TMC refers to the combined Emergency Resource Center and Traffic Management Center (TMC). The TMC is normally a 24-hour operation; when established, the ERC becomes the hub for managing the incident.

GGBHTD - Golden Gate Bridge Highway & Transportation District, which provides bus and ferry, services between Sonoma, Marin and San Francisco counties.

LOTUS Notes - an electronic database program. The Office of Emergency Services uses LOTUS Notes in their Resource Information Management System, which is an electronic management tool currently used by all nine county Operational Areas and State OES.

MTC - Metropolitan Transportation Commission, which is the nine-county transportation planning and financing agency for the Bay Area.

OES - State Office of Emergency Services. Coastal Region OES is the administrative region for the coastal counties.

PDA - Preliminary Damage Assessment, the OES term describing that information which each County Operational Area must obtain, gather, and summarize into a Situation Report for OES to publicize usually by twelve hours post event.

PIO - Public Information Officer; usually each agency has one on staff.

“Partner agencies” - For purposes of implementing the Trans Response Plan, the following agencies are or represent categories of agencies included in the term “partner agencies”:

- Office of Emergency Services (OES)
- California State Department of Transportation (Caltrans)
- California Highway Patrol (CHP)
- United States Department of Transportation (US DOT)
- Metropolitan Transportation Commission (MTC)
- Airports (San Francisco, Oakland and San Jose International airports)
- Seaports (Ports of Oakland and San Francisco)
- Operational Areas (County Emergency Operating Centers)
- Transit Operators (AC Transit, BART, CalTrain, CCCTA, GGBHTD, SF MUNI, Samtrans, SCVTA, Vallejo Transit, and other transportation authorities or municipal operators in the nine Bay Area counties.
- Ferry Operators - all ferry operators (private and public) who provide ferry services in the Bay Area counties

REOC - Regional Emergency Operating Center - The Coastal Region Office of Emergency Services activates the REOC at their offices on 1300 Clay Street, Suite 400. Coastal Region OES is the California Administrative Region of the State Office of Emergency Services covering the 15 coastal counties in the state. The nine Bay Area counties are part of this region and funnel information to the State through the regional office, including requests for assistance. The REOC Director manages the activities of the REOC.

RIMS - Resource Information Management System describes the electronic system established by State OES to manage and track resource requests made to OES.

Samtrans - San Mateo County Transit, which provides transit, services in all of San Mateo County with connections to San Francisco, Alameda and Santa Clara counties.

SCVTA - Santa Clara Valley Transportation Authority which provides bus and light rail service in all of Santa Clara County with connections to Alameda, San Mateo, and Santa Cruz counties.

SEMS - Standardized Emergency Management System, which requires all government entities to use a standardized system for managing multimodal, multi-jurisdictional disasters.

SOP - Standard Operating Procedure in support of the Trans Response Plan by indicating in detail how a particular task will be carried out.

TMC - Traffic Management Center, which is operated by Caltrans at their District offices.

TravInfo - the Bay Area's Advanced Traveler Information System, which is a public/private partnership, that provides up-to-the-minute traffic information and current transit and ride-share information to Bay Area travelers. TravInfo provides information to travelers in all of the Bay Area over the telephone 511, and Internet, 511.org.

TRP - Trans Response Plan, the name given to describe this entire Plan and its components.

APPENDIX B, COST AND PRICE ANALYSIS FORM¹

COST AND PRICE ANALYSIS - RESEARCH AND DEVELOPMENT CONTRACTS				
			PURCHASE REQUEST NUMBER	
NAME AND ADDRESS OF OFFERER		TITLE OF PROJECT		
DETAIL DESCRIPTION	ESTIMATED HOURS	RATE/HOUR	TOTAL ESTIMATED COST (Dollars)	
1. DIRECT LABOR(Specify)				
TOTAL DIRECT LABOR				
2. BURDEN (Overhead-specify) Dept. or Cost Center	Burden Rate	X BASE	BURDEN (\$)	
TOTAL BURDEN				
3. DIRECT MATERIAL				
TOTAL MATERIAL				
4. SPECIAL TESTING (Including field work at Government installations)				
TOTAL SPECIAL TESTING				
5. SPECIAL EQUIPMENT (If direct charge - specify in Exhibit B on reverse				
6. TRAVEL (If direct charge)				
a. TRANSPORTATION				
b. PER DIEM OR SUBSISTENCE				
TOTAL TRAVEL				
7. CONSULTANTS (Identify - purpose - rate)				
TOTAL CONSULTANTS				
8. SUBCONTRACTORS (Specify in Exhibit A on reverse)				
9. OTHER DIRECT COSTS (Specify in Exhibit B on reverse - explain royalty costs, if any)				
10. TOTAL DIRECT COST AND BURDEN				
11. GENERAL AND ADMINISTRATIVE EXPENSE (Rate % of item nos.)				
12. TOTAL ESTIMATED COST				
13. FIXED FEE OR PROFIT (State basis for amount in proposal)				
14. TOTAL ESTIMATED COST AND FIXED FEE OR PROFIT				

¹ Form is available in Excel. Ask Project Manager for copy by email.

15. OVERHEAD RATE AND GENERAL AND ADMINISTRATIVE RATE INFORMATION					
A. GOVERNMENT AUDIT PERFORMED		DATE OF AUDIT	ACCOUNTING PERIOD COVERED		
B. NAME AND ADDRESS OF GOVERNMENT AGENCY MAKING AUDIT			C. DO YOUR CONTRACTS PROVIDE NEGOTIATED OVERHEAD RATES? () NO () YES <i>(IF YES, NAME AGENCY NEGOTIATING RATES)</i>		
D. (If no Government rates have been established, furnish the following information)					
DEPARTMENT OR COST CENTER		RATE	TOTAL INDIRECT EXPENSE POOL		BASE FOR TOTAL
16. EXHIBIT A - SUBCONTRACT COSTS (If more space needed, use blank sheets, identify item number)					
NAME AND ADDRESS OF SUBCONTRACTOR(S)		SUBCONTRACTED WORK	SUBCONTRACT		
			TYPE	AMOUNT	
			TOTAL		
17. EXHIBIT B - OTHER DIRECT COSTS (If more space needed, use blank sheets, identify item number)					
			TOTAL		
NO. OF CONTRACTOR EMPLOYEES: [] 500 AND UNDER [] OVER 500 [] OVER 750 [] OVER 1,000				STATE INCORPORATED IN:	
DATE		SIGNATURE AND TITLE OF AUTHORIZED REPRESENTATIVE OF CONTRACTOR			

APPENDIX C, SYNOPSIS OF PROVISIONS IN MTC'S STANDARD CONSULTANT AGREEMENT

The selected consultant will be required to sign MTC's standard consultant agreement, a copy of which standard agreement may be obtained from the Project Manager for this RFP. In order to provide bidders with an understanding of some of MTC's standard contract provisions, the following is a synopsis of the major requirements in our standard agreement for professional services. THE ACTUAL LANGUAGE OF THE STANDARD CONSULTANT AGREEMENT SUPERSEDES THIS SYNOPSIS.

Termination: MTC may, at any time, terminate the Agreement upon written notice to Consultant. Upon termination, MTC will reimburse the Consultant for its costs for incomplete deliverables up to the date of termination. Upon payment, MTC will be under no further obligation to the Consultant. If the Consultant fails to perform as specified in the agreement, MTC may terminate the agreement for default by written notice following a period of cure, and the Consultant is then entitled only to compensation for costs incurred for work products acceptable to MTC, less the costs to MTC of rebidding.

Insurance Requirement: The Consultant must obtain and maintain at its own expense the following types of insurance placed with insurers with a Best's rating of A-X or better, for the duration of this agreement: (1) Worker's Compensation Insurance, as required by the law, and Employer's Liability Insurance in an amount no less than \$1,000,000, CONSULTANT will provide a waiver of subrogation in favor of MTC; (2) Commercial General Liability Insurance with a combined single limit of not less than \$1,000,000 for personal injury and advertising injury to any one person and for any one occurrence and \$2,000,000 general aggregate; (3) Owned, Non-Owned, and Hired Automobile Liability Insurance in an amount no less than \$1,000,000, policy to contain liability Symbol 1 to provide coverage for any auto; (4) Errors and Omissions Insurance in the amount of \$1,000,000, if policy is "claims made" coverage shall be for 3 years following completion and/or until satisfaction of any statute of limitations; and (5) Umbrella Insurance in the amount of \$10,000,000. The Commercial General Liability Insurance policy shall contain an endorsement to include MTC, its Commissioners, officers, representatives, agents and employees as additional insureds and to specify that such insurance is primary and that no MTC insurance will be called on to contribute to a loss. Certificates of insurance verifying the coverages and the required endorsements and signed by an authorized representative of the insurer must be delivered to MTC prior to issuance of any payment under the Agreement by MTC. CONSULTANT agrees to furnish to the MTC Project Manager a copy of all additional insured endorsements required under the Agreement within sixty (60) days of the Effective Date of the Agreement.

Independent Contractor: Consultant is an independent contractor and has no authority to contract or enter into any other agreement in the name of MTC. Consultant shall be fully responsible for all matters relating to payment of its employees including compliance with taxes.

Indemnification: Consultant agrees to defend, indemnify and hold MTC harmless from all claims, damages, liability, and expenses resulting from any negligent or otherwise wrongful act or omission of Consultant in connection with the agreement. Consultant agrees to defend any and all claims, lawsuits or other legal proceedings brought against MTC arising out of such

negligent or wrongful acts or omissions. The Consultant shall pay the full cost of the defense and any resulting judgments.

Data Furnished by MTC: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("MTC Data") made available to the Consultant by MTC for use by the Consultant in the performance of its services under this Agreement shall remain the property of MTC and shall be returned to MTC at the completion or termination of this Agreement. No license to such MTC Data, outside of the Scope of Work of the Project, is conferred or implied by the Consultant's use or possession of such MTC Data. Any updates, revisions, additions or enhancements to such MTC Data made by the Consultant in the context of the Project shall be the property of MTC.

Ownership of Work Product: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("Work Product") written or produced by the Consultant under this Agreement and provided to MTC as a deliverable shall be the property of MTC. Consultant will be required to assign all rights in copyright to such Work Product to MTC.

Personnel and Level of Effort: Personnel assigned to this Project and the estimated number of hours to be supplied by each will be specified in an attachment to the Agreement. No substitution of personnel or substantial decrease of hours will be allowed without prior written approval of MTC.

Subcontracts: No subcontracting of any or all of the services to be provided by Consultant shall be allowed without prior written approval of MTC. MTC is under no obligation to any subcontractors.

Consultant's Records: Consultant shall keep complete and accurate books, records, accounts and any and all work products, materials, and other data relevant to its performance under this Agreement. All such records shall be available to MTC for inspection and auditing purposes. The records shall be retained by Consultant for a period of not less than four (4) years following the fiscal year of the last expenditure under this Agreement.

Prohibited Interest: No member, officer or employee of MTC can have any interest in this agreement or its proceeds and Consultant may not have any interest which conflicts with its performance under this Agreement.

Governing Law. The Agreement shall be governed by the laws of the State of California.

**APPENDIX D,
DEPARTMENT OF TRANSPORTATION REQUIREMENTS**

1. Equal Employment Opportunity. Consultant shall not, on the grounds of race, color, sex, age, religion, national origin, ancestry, physical handicap, medical condition, or marital status either discriminate or permit discrimination against any employee or applicant for employment in any manner prohibited by Federal, State or local laws. In the event of Consultant non-compliance, MTC may cancel, terminate or suspend the Agreement in whole or in part. Consultant may also be declared ineligible for further contracts with MTC.
2. Disadvantaged Business Enterprise (DBE) and Small Business Enterprise Policy.
 - A. Policy. It is the policy of MTC to ensure nondiscrimination in the award and administration of DOT-assisted contracts and to create a level playing field on which disadvantaged business enterprises, as defined in 49 Code of Federal Regulations Part 26, can compete fairly for contracts and subcontracts relating to MTC's procurement and professional services activities. In connection with the performance of this Agreement, Consultant will cooperate with MTC in meeting these commitments and objectives.
 - B. Obligation of Consultant. Consultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Consultant to carry out these requirements is a material breach of contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
 - C. Prompt Payment of Subcontractors. Pursuant to Title 48 C.F.R. Section 26.29, the U.S. DOT's Disadvantaged Business Enterprise (DBE) regulation, Consultant shall pay all subcontractors for work for which Consultant has been paid by MTC and for which the subcontractor has submitted an invoice no later than 30 days from receipt of such invoice or as soon thereafter as is reasonably feasible. Any retainage withheld from such payments shall be provided to the subcontractor within 30 days of satisfactory completion of the subcontractor's work, or as soon thereafter as is reasonably feasible.
3. Title VI of Civil Rights Act of 1964. Consultant agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) and its implementing regulations in 49 CFR Part 21.
4. Debarment. In contracts over \$100,000, Consultant is required to certify, prior to executing a contract, that neither it nor its principals have been debarred from certain federal transactions by any Federal agency and to require any subcontractors with subcontracts over \$100,000 to provide a similar certification. (A copy of the required certification is included with this Appendix.)
5. Audit and Inspection of Records. Consultant shall permit the authorized representatives of DOT, Federal Transit Administration (FTA) or the Federal Highway Administration (FHWA, and the Comptroller General of the United States to inspect and audit all data and records of the Consultant relating to its performance under this Agreement from the

date of this Agreement until three (3) years after the close out of the federal grant from which this Agreement is financed, or four (4) years after the fiscal year of the expenditure, whichever is longer. This requirement must be passed along to subcontractors, excluding purchase orders not exceeding \$25,000.

6. Subcontracts. Consultant must include all provisions of the Agreement, modified only to show the particular contractual relationship, in all its contracts over \$25,000 connected with carrying out its agreement, except contracts for standard commercial supplies of raw materials.
7. Federal Grant Requirements. Those laws, statutes, ordinances, rules, regulations and procedural requirements which are imposed on MTC as a recipient of federal funds are imposed on Consultant, including compliance with 49 CFR Part 18, FTA Circular 4220.1D and the current FTA Master Agreement, a copy of which is available through MTC.
8. Identification of Documents. All reports and other documents completed as part of this Agreement shall carry the following notation on the front cover or title page:

The preparation of this report has been financed in part by grants from the Federal Transit Administration, U.S. Department of Transportation. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation.

9. Rights in Data. The Federal Government reserves certain rights, including patent rights and the right to use copyrighted materials, in all data and materials produced with federal funds.
10. State Energy Conservation Plan. Consultant shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321 *et seq.*).
11. Clean Air and Water Pollution Act. Consultant agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7501 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
12. Restrictions on Lobbying. In agreements over \$100,000, Consultant is required to execute a certificate indicating that no federal funds will be used to lobby federal officials and to disclose lobbying activities financed with non-federal funds. (Certificate attached.)

**APPENDIX D-1,
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

(Third Party Contracts and Subcontracts over \$25,000)

Instructions for Certification:

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, MTC may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to MTC if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact MTC for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by MTC .
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which does a prudent person in the ordinary course of business dealings normally possess.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, MTC may pursue available remedies including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION²**

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its “principals” [as defined at 49 CFR Section 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Date

(signature of authorized official)

(type/print name and title)

² Form is available in Word. Ask Project Manager for copy by email.

**APPENDIX D-2,
CERTIFICATION OF RESTRICTIONS ON LOBBYING³**

I, _____ hereby certify on behalf of _____ that:
(name and title of grantee official) (name of grantee)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 2006.

By:

(signature of authorized official)

(title of authorized official)

³ Form is available in Word. Ask Project Manager for copy by email.

APPENDIX D-3, BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE) - PART I⁴

Local Assistance Procedures Manual EXHIBIT 12-G

Bidder's List of Subcontractors (DBE and Non-DBE)

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name/Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
		<input type="checkbox"/> < \$10 million		If YES list DBE #:
City State ZIP	Fax	<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
		<input type="checkbox"/> < \$10 million		If YES list DBE #:
City State ZIP	Fax	<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
		<input type="checkbox"/> < \$10 million		If YES list DBE #:
City State ZIP	Fax	<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
		<input type="checkbox"/> < \$10 million		If YES list DBE #:
City State ZIP	Fax	<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
		<input type="checkbox"/> < \$10 million		If YES list DBE #:
City State ZIP	Fax	<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		

Distribution: 1) Original - Local Agency File

⁴ Form is available in Word. Ask Project Manager for copy by email.

BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE) - PART II

Local Assistance Procedures Manual, EXHIBIT 12-G

Bidder's List of Subcontractors (DBE and Non-DBE)

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
		<input type="checkbox"/> < \$10 million		If YES list DBE #:
City State ZIP	Fax	<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
		<input type="checkbox"/> < \$10 million		If YES list DBE #:
City State ZIP	Fax	<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
		<input type="checkbox"/> < \$10 million		If YES list DBE #:
City State ZIP	Fax	<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
		<input type="checkbox"/> < \$10 million		If YES list DBE #:
City State ZIP	Fax	<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
		<input type="checkbox"/> < \$10 million		If YES list DBE #:
City State ZIP	Fax	<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		

Distribution: 1) Original - Local Agency File

APPENDIX E, CALIFORNIA LEVINE ACT STATEMENT⁵

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

MTC’s commissioners include:

Tom Ammiano
Tom Azumbrado
Tom Bates
Vacancy (Sonoma County, cities)
Dave Cortese
Dean J. Chu

Bill Dodd
Dorene M. Giacomini
Federal D. Glover
Scott Haggerty
Anne W. Halsted
Steve Kinsey
Sue Lempert

Jon Rubin
Bijan Sartipi
James P. Spering
Adrienne J. Tissier
Amy Worth
Ken Yeager

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any MTC commissioner in the 12 months preceding the date of the issuance of this request for qualifications?

☐ YES ☐ NO

If yes, please identify the commissioner: _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any MTC commissioners in the three months following the award of the contract?

☐ YES ☐ NO

If yes, please identify the commissioner: _____

Answering yes to either of the two questions above does not preclude MTC from awarding a contract to your firm. It does, however, preclude the identified commissioner(s) from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

⁵ Form is available in Word. Ask Project Manager for copy by email.